

## **ARTICLE XXI TERM AND TERMINATION**

### **21.0 Term and Termination.**

#### **21.1 Effective Date, Term, and Termination.**

21.1.1 The Effective Date of this Agreement shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

21.1.2 The initial term of this Agreement shall be two (2) years (the “**Initial Term**”) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically remain in full force and effect, unless a Party delivers written notice, at least two hundred and seventy (270) days prior to the expiration of the Initial Term, to the other Party of its election not to renew this Agreement

21.1.3 In the event that neither Party delivers written notice at least two hundred and seventy (270) days prior to the expiration date of the Initial Term of its election not to renew this Agreement, the Agreement will remain in full force and effect until it is replaced with a successor agreement, terminated or expires, pursuant to subsequent notice provided by either Party. Such subsequent notice to renegotiate or terminate the Agreement may be given by either Party at any time after the expiration of the Initial Term provided, however, that the effective date of the termination, expiration, or replacement of the existing Agreement with a successor agreement pursuant to this subsequent notice shall be no sooner than two hundred and seventy (270) days after the receipt of the notice, unless a different date is mutually agreed upon by the Parties. If negotiations for a successor agreement are not complete within such two hundred and seventy (270) day period, then the rates, terms and conditions of this Agreement shall continue in full force and effect in accordance with **Section 21.1.5**, below.

21.1.4 If either Party serves notice pursuant to **Sections 21.1.2** or **21.1.3**, CLEC shall have thirty (30) days to provide SBC-AMERITECH with written confirmation of whether CLEC wishes to pursue a successor agreement with SBC-AMERITECH or terminate its agreement. If CLEC wishes to pursue a successor Agreement with SBC-AMERITECH, CLEC shall attach to its written confirmation, a written request to commence negotiations with SBC-AMERITECH under Sections 251/252 of the Act. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

21.1.5 The rates, terms and conditions of this Agreement shall continue in full force and effect until, in accordance with the terms of this Article, a successor agreement is reached. If CLEC elects not to pursue a successor agreement with SBC-AMERITECH, the rates, terms and conditions of this Agreement shall continue in full

force and effect until this Agreement expires or is terminated, provided, however, that both Parties will cooperate in the provision of Transitional Support as required by **Section 21.3**.

21.1.6 If at any time during the Section 252(a)(1) negotiation process, CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH. If CLEC does not include in its notice of withdrawal either a request to establish a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire at the end of the Initial Term if the Section 252(a)(1) request is made during the Initial Term. If the Section 252(a)(1) request is made after the Initial Term, then the Agreement with SBC-AMERITECH will continue in full force and effect for a period of one hundred and twenty (120) days after the date CLEC provides the notice of withdrawal of its Section 252(a)(1) request, unless CLEC provides SBC-AMERITECH with notice of a Section 252(i) adoption in the interim.

21.1.7 If CLEC does not affirmatively confirm within thirty (30) days of a notice given by either Party pursuant to **Sections 21.1.2** or **21.1.3** of this Article that it wishes to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire either: (i) at the end of the Initial Term, or (ii) if the Initial Term has ended, after a period of one hundred and twenty (120) days from the date thirty (30) days after such notice is given.

21.1.8 CLEC may terminate any service(s), Interconnection or Network Element(s) provided under this Agreement upon thirty (30) days prior written notice to SBC-AMERITECH, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, or Network Element(s), in which event such specific period and conditions shall apply.

## **21.2 Default.**

When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

## **21.3 Transitional Support.**

21.3.1 In the event of the expiration or termination of this Agreement pursuant to **Section 21.1.7** each Party agrees to cooperate reasonably in an orderly and efficient transition to a successor provider. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

#### **21.4 Payment Upon Expiration or Termination.**

In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination; provided that a Party is entitled to recover such expenses under the provisions of this Agreement.